



CONFIDENTIALITY AGREEMENT

It is necessary for U.S. Department of Agriculture, Agricultural Research Service (USDA-ARS), to share certain "confidential" information with _____, hereinafter the "Company," in order to determine if there is sufficient mutual interest to proceed with the development of a Cooperative Research and Development Agreement and/or Patent License.

Confidential Information to be Disclosed: U.S. Patent Application _____,
entitled _____

The Company will not disclose the "confidential" information to anyone else or use it for any purpose other than determining if sufficient mutual interest exists to proceed with the development of a Cooperative Research and Development Agreement and/or Patent License.

This Confidentiality Agreement shall be considered null and void if the Company can demonstrate that: (1) the Company had possession of the information prior to the disclosure; (2) said information is generally available to the public in generally available publications at time of disclosure; (3) said information becomes generally available to the public through no fault of the Company after the disclosure; or (4) after the disclosure, the Company receives the information from a third party having the right to such information and who does not impose a confidentiality obligation upon the Company.

This Confidentiality Agreement shall be in effect two (2) years, unless superseded by the confidentiality terms found in a resulting Cooperative Research and Development Agreement and/or Patent License.

FOR THE USDA-ARS:

FOR THE COMPANY:

JUNE BLALOCK

(Typed Name)

(Typed Name)

(Signature)

Coordinator,

Technology Licensing Program

(Title)

(Signature)

(Title)

5601 Sunnyside Ave.; Rm. 4-1158

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